

GREGORY M. BERGMAN (Bar No. 65196)
BRIAN J. BERGMAN (Bar No. 240584)
RICHARD A. FOND (Bar No. 53533)
BERGMAN DACEY GOLDSMITH
10880 Wilshire Blvd. Suite 900
Los Angeles, California 90024-4101
Telephone: (310) 470-6110
Facsimile: (310) 474-0931
E-mail: gbergman@bdgfirm.com
bbergman@bdgfirm.com
rfond@bdgfirm.com

Attorneys for Plaintiff

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CITY OF INGLEWOOD, a
California public entity,

Plaintiff,

v.

TIME WARNER NY CABLE LLC,
TIME WARNER CABLE PACIFIC
WEST LLC d/b/a TIME WARNER
CABLE,

Defendants.

Case No. 2:13-CV-9464-BRO (CWx)

**JUDGMENT ON ORDER DISMISSING
AND STRIKING PORTIONS OF
COUNTERCLAIM**

Date: June 30, 2014

Time 1:30p.m.

Ctrm: 14

Complaint Filed: Nov. 19, 2013

Complaint Removed: Dec. 26, 2013

The Court has considered the motion of cross-defendant City of Inglewood to dismiss and to strike portions of the Counterclaim of Time Warner NY Cable LLC and Time Warner Cable Pacific West LLC (hereinafter, collectively, "Time Warner"), and has issued its August 19, 2014 "Order Granting City of Inglewood's Motion to Dismiss", by which the Court ruled that portions of the Counterclaim be dismissed and that portions of the prayer for relief in the Counterclaim be stricken.

1 The Court having determined that there is no just reason for delaying the entry
2 of judgment in this case with respect to the portions of the Counterclaim that the
3 Court has dismissed or stricken, the Court now makes the following Judgment.

4
5 1. Time Warner's Fifth Counterclaim for Relief is hereby DISMISSED
6 with prejudice.

7 2. To the extent that Time Warner's Second, Third, Fourth and Sixth
8 Counterclaims for Relief are based on the theory that Time Warner's provision of
9 support services for Public, Educational and Governmental broadcasting represented
10 a franchise fee in excess of the 5% limit on franchise fees under 47 U.S.C. §542(b),
11 California Public Utilities Code §5840(q), City of Inglewood Ordinance 07-11, or
12 the parties' franchise agreement, those Counterclaims are hereby DISMISSED with
13 prejudice.

14 3. To the extent that Time Warner's Second, Fourth and Sixth
15 Counterclaims for Relief are based on an implied agreement by which Time Warner
16 alleges that it agreed to provide cable services to the City of Inglewood, those
17 Counterclaims are hereby DISMISSED with prejudice.

18 4. Time Warner having failed to allege that it has suffered an irreparable
19 injury or that its remedies at law are inadequate, paragraphs 10-12 of the prayer for
20 relief in Time Warner's Counterclaim, by which Time Warner requests injunctive
21 relief, are STRICKEN from the Counterclaim.

22 **IT IS SO ORDERED.**

23
24 Dated: September 2, 2014


HONORABLE BEVERLY REID O'CONNELL
UNITED STATES DISTRICT COURT JUDGE